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20 UNITED STATES DISTRICT COURT

21 DISTRICT OF NEVADA

22 STEPHANIE LEILANI WOODWARD,

23 Plaintiff,

24 vs.

25 WAL-MART STORES, INC.; DOE  
26 DEFENDANTS I through X, inclusive;  
and ROE DEFENDANTS I through X,  
inclusive,

27 Defendants.

28 CASE NO. 2:14-CV-02208-JAD-CWH

**STIPULATION FOR PROTECTIVE  
ORDER**

29 The parties to this action, Defendant WAL-MART STORES, INC. ("Wal-Mart" or  
30 "Defendant") and Plaintiff STEPHANIE LEILANI WOODWARD ("Plaintiff"), by their respective  
31 counsel, hereby stipulate and request that the Court enter a mutual protective order pursuant to Fed.  
32 R. Civ. P. 26 as follows:

33 WHEREAS, the parties in the above-captioned matter believe these proceedings may involve  
34

the discovery and use of confidential, non-public, sensitive, or proprietary business, employment, tax, financial, and personally identifiable information, documents and other materials;

WHEREAS, the parties have agreed to produce such documents only on the agreement that such “Confidential Information” including information regarding current and former Wal-Mart Stores, Inc. employees’ social security information, dates of birth, personal banking information, medical information, and records stating the actual rates of pay at Wal-Mart, and corporate trade secrets, nonpublic research and development data, pricing formulas, prospective inventory management programs, confidential business information not generally known to the general public, and customer-related information, will be disclosed only as provided herein;

WHEREAS, the parties have agreed to stipulate to protect certain confidential and otherwise protected documents, data (including electronically stored information) and other information, including without limitation, metadata (collectively “Documents”), against claims of waiver and inadvertent production in the event they are produced during the course of this litigation whether pursuant to a Court Order, a party’s discovery request, or informal production.

WHEREAS, both parties may be required to produce large volumes of Documents, the parties wish to comply with discovery deadlines and complete discovery as expeditiously as possible, while preserving and without waiving any evidentiary protections or privileges applicable to the information contained in the Documents produced, including as against third parties and other proceedings, and in addition to their agreement, need the additional protections of a Court Order under FRE 502 (d) and (e) to do so.

WHEREAS, in order to comply with applicable discovery deadlines, a party may be required to produce certain categories of Documents that have been subject to minimal or no attorney review (the “Disclosures”). This Stipulation and Order is designed to foreclose any arguments that by making such Disclosures, the disclosure or production of Documents subject to a legally recognized claim of privilege, including without limitation the attorney-client privilege, work-product doctrine, or other applicable privilege:

- (a) was not inadvertent by the Producing Party;
- (b) that the Producing Party did not take reasonable steps to prevent the

1 disclosure of privileged Documents;

2 (c) that the Producing Party did not take reasonable or timely steps to rectify  
3 such Disclosure; and/or

4 (d) that such Disclosure acts as a waiver of applicable privileges or protections  
5 associated with such Documents.

6 WHEREAS, because the purpose of this Stipulation is to protect and preserve Confidential  
7 Information and privileged Documents, the parties agree they are bound as follows from and after  
8 the date their counsel have signed it, even if such execution occurs prior to Court approval.

9 THEREFORE, the parties seek the entry of an Order, pursuant to Federal Rule of Civil  
10 Procedure 26(c) governing the disclosure of documents and information therein pertaining to  
11 "Confidential Information" on the terms set forth herein, as well as an Order governing the return of  
12 inadvertently produced documents and data and affording them the protections of FRE 502 (d) and  
13 (e), on the terms set forth herein.

**14 IT IS HEREBY STIPULATED AND AGREED THAT:**

15 1. The Protective Order shall be entered pursuant to the Federal Rules of Civil  
16 Procedure and FRE 502 (d) and (e).

17 2. The Protective Order shall govern all materials deemed to be "Confidential  
18 Information." Such Confidential Information shall include the following:

19 (a) Any and all documents referring or related to confidential and proprietary  
20 human resources or business information; financial records of the parties;  
compensation of Defendant's current or former personnel; policies,  
procedures or training materials of Defendant; or Defendant's  
organizational structure;

21 (b) Any documents from the personnel, medical or workers' compensation file  
22 of any current or former employee or contractor;

23 (c) Any documents relating to the medical or health information of any of  
24 Defendant's current or former employees or contractors;

25 (d) Any documents containing corporate trade secrets, nonpublic research and  
development data, pricing formulas, prospective inventory management  
programs, confidential business information not generally known to the  
26 general public, and customer-related information;

27 (e) Any portions of depositions (audio or video) where Confidential  
28 Information is disclosed or used as exhibits.

1           3. In the case of documents and the information contained therein, designation of  
 2 Confidential Information produced shall be made by placing the following legend on the face of the  
 3 document and each page so designated "CONFIDENTIAL" or otherwise expressly identified as  
 4 confidential. Defendant will use its best efforts to limit the number of documents designated  
 5 Confidential.

6           4. Except as required by law or executive order, Confidential Information shall be held  
 7 in confidence by each qualified recipient to whom it is disclosed, shall be used only for purposes of  
 8 this action, shall not be used for any business purpose, and shall not be disclosed to any person who  
 9 is not a qualified recipient. All produced Confidential Information shall be carefully maintained so  
 10 as to preclude access by persons who are not qualified recipients.

11          5. Qualified recipients shall include only the following:

- 12           (a) In-house counsel and law firms for each party and the secretarial, clerical  
                   and paralegal staff of each;
- 13           (b) Deposition notaries and staff;
- 14           (c) Persons other than legal counsel who have been retained or specially  
                   employed by a party as an expert witness for purposes of this lawsuit or to  
                   perform investigative work or fact research;
- 15           (d) Deponents during the course of their depositions or potential witnesses of  
                   this case; and
- 16           (e) The parties to this litigation, their officers, and professional employees.

17          6. Each counsel shall be responsible for providing notice of the Protective Order and the  
 18 terms therein to persons to whom they disclose "Confidential Information," as defined by the terms  
 19 of the Protective Order.

20          Persons to whom Confidential Information is shown shall be informed of the terms of this  
 21 Order and advised that its breach may be punished or sanctioned as contempt of the Court.  
 22 Such deponents may be shown Confidential Information during their deposition but shall not be  
 23 permitted to keep copies of said Confidential Information nor any portion of the deposition transcript  
 24 reflecting the Confidential Information.

25          If either party objects to the claims that information should be deemed Confidential, that  
 26 party's counsel shall inform opposing counsel in writing within thirty (30) days of receipt of the

1 Confidential Information that the information should not be so deemed, and the parties shall attempt  
 2 first to dispose of such disputes in good faith and on an informal basis. If the parties are unable to  
 3 resolve their dispute, they may present a motion to the Court objecting to such status.  
 4 The information shall continue to have Confidential status during the pendency of any such motion.

5 7. No copies of Confidential Information shall be made except by or on behalf of  
 6 attorneys of record, in-house counsel or the parties in this action. Any person making copies of such  
 7 information shall maintain all copies within their possession or the possession of those entitled to  
 8 access to such information under the Protective Order.

9 8. All information produced in this action, whether deemed Confidential or not, shall be  
 10 used only for purposes of this litigation and not for any other purpose.

11 9. Whenever a party wishes to file any writing designated as Confidential with the  
 12 Court, the party may either (a) redact any and all information contained on any page that is marked  
 13 Confidential before filing said document with the Court, (b) if the party wishing to file said writing  
 14 is the party that originally designated the document as Confidential that party may, at their  
 15 discretion, redact only that information that it deems Confidential from any page that is marked  
 16 Confidential before filing with the Court, or (c) separately file the document under seal with the  
 17 Court. If a party wishes to file a document that has been marked Confidential with the Court, the  
 18 party will follow all rules and practices followed by the Court regarding filing a document under  
 19 seal, including filing a motion establishing good cause for the document to be preserved under seal if  
 20 necessary, prior to so filing.

21 10. The termination of this action shall not relieve the parties and persons obligated  
 22 hereunder from their responsibility to maintain the confidentiality of information designated  
 23 Confidential pursuant to this Order.

24 11. Upon termination of this action by entry of a final judgment (inclusive of any appeals  
 25 or petitions for review), the parties may request the return of all previously furnished Confidential  
 26 Information, including any copies thereof, and each person or party to whom such Confidential  
 27 Information has been furnished or produced shall be obligated to return it within thirty (30) days of  
 28 said request.

1           12. Pursuant to FRE 502 (d) and (e), the parties agree to and the Court orders protection  
 2 of privileged and otherwise protected Documents against claims of waiver (including as against third  
 3 parties and in other federal and state proceedings) as follows:

- 4           (a) The disclosure or production of Documents by a Producing Party subject to  
               5 a legally recognized claim of privilege, including without limitation the  
               attorney-client privilege and the work-product doctrine, to a Receiving  
               Party, shall in no way constitute the voluntary disclosure of such  
               Document.
- 7           (b) The inadvertent disclosure or production of any Document in this action  
               8 shall not result in the waiver of any privilege, evidentiary protection or  
               9 other protection associated with such Document as to the Receiving Party  
               or any third parties, and shall not result in any waiver, including subject  
               matter waiver, of any kind.
- 10           (c) If, during the course of this litigation, a party determines that any  
               11 Document produced by another party is or may reasonably be subject to a  
               legally recognizable privilege or evidentiary protection ("Protected  
               12 Document"):
  - 13           (i) the Receiving Party shall: (A) refrain from reading the Protected  
               14 Document any more closely than is necessary to ascertain that it is  
               privileged or otherwise protected from disclosure; (B)  
               15 immediately notify the Producing Party in writing that it has  
               discovered Documents believed to be privileged or protected; (C)  
               16 specifically identify the Protected Documents by Bates number  
               range or hash value, and, (D) within ten (10) days of discovery by  
               17 the Receiving Party, return, sequester, or destroy all copies of  
               such Protected Documents, along with any notes, abstracts or  
               18 compilations of the content thereof. To the extent that a Protected  
               Document has been loaded into a litigation review database under  
               19 the control of the Receiving Party, the Receiving Party shall have  
               all electronic copies of the Protected Document extracted from the  
               20 database. Where such Protected Documents cannot be destroyed  
               21 or separated, they shall not be reviewed, disclosed, or otherwise  
               used by the Receiving Party. Notwithstanding, the Receiving  
               22 Party is under no obligation to search or review the Producing  
               Party's Documents to identify potentially privileged or work  
               product Protected Documents.
  - 23           (ii) If the Producing Party intends to assert a claim of privilege or  
               24 other protection over Documents identified by the Receiving Party  
               as Protected Documents, the Producing Party will, within ten (10)  
               25 days of receiving the Receiving Party's written notification  
               described above, inform the Receiving Party of such intention in  
               writing and shall provide the Receiving Party with a log for such  
               26 Protected Documents that is consistent with the requirements of  
               the Federal Rules of Civil Procedure, setting forth the basis for the  
               27 claim of privilege or other protection. In the event that any  
               portion of a Protected Document does not contain privileged or  
               28 protected information, the Producing Party shall also provide to  
               the Receiving Party a redacted copy of the document that omits

1 the information that the Producing Party believes is subject to a  
 2 claim of privilege or other protection.

3 (d) If, during the course of this litigation, a party determines it has produced a  
 4 Protected Document:

5 (i) the Producing Party may notify the Receiving Party of such  
 6 inadvertent production in writing, and demand the return of such  
 7 documents. Such notice shall be in writing, however, it may be  
 8 delivered orally on the record at a deposition, promptly followed  
 9 up in writing. The Producing Party's written notice will identify  
 10 the Protected Document inadvertently produced by bates number  
 11 range or hash value, the privilege or protection claimed, and the  
 12 basis for the assertion of the privilege and shall provide the  
 13 Receiving Party with a log for such Protected Documents that is  
 14 consistent with the requirements of the Federal Rules of Civil  
 15 Procedure, setting forth the basis for the claim of privilege or  
 16 other protection. In the event that any portion of the Protected  
 17 Document does not contain privileged or protected information,  
 18 the Producing Party shall also provide to the Receiving Party a  
 19 redacted copy of the Document that omits the information that the  
 20 Producing Party believes is subject to a claim of privilege or other  
 21 protection.

22 (ii) The Receiving Party must, within ten (10) days of receiving the  
 23 Producing Party's written notification described above, return,  
 24 sequester, or destroy the Protected Document and any copies,  
 25 along with any notes, abstracts or compilations of the content  
 thereof. To the extent that a Protected Document has been loaded  
 into a litigation review database under the control of the  
 Receiving Party, the Receiving Party shall have all electronic  
 copies of the Protected Document extracted from the database.

26 (e) To the extent that the information contained in a Protected Document has  
 27 already been used in or described in other documents generated or  
 28 maintained by the Receiving Party prior to the date of receipt of written  
 notice by the Producing Party as set forth in paragraphs (c)(ii) and (d)(i),  
 then the Receiving Party shall sequester such documents until the claim has  
 been resolved. If the Receiving Party disclosed the Protected Document  
 before being notified of its inadvertent production, it must take reasonable  
 steps to retrieve it.

29 (f) The Receiving Party's return, sequestering or destruction of Protected  
 30 Documents as provided herein will not act as a waiver of the Requesting  
 31 Party's right to move for the production of the returned, sequestered or  
 32 destroyed documents on the grounds that the documents are not, in fact,  
 33 subject to a viable claim of privilege or protection. However, the  
 34 Receiving Party is prohibited and estopped from arguing that:

35 (i) the disclosure or production of the Protected Documents acts as a  
 36 waiver of an applicable privilege or evidentiary protection;  
 37 (ii) the disclosure of the Protected Documents was not inadvertent;

- (iii) the Producing Party did not take reasonable steps to prevent the disclosure of the Protected Documents; or
- (iv) the Producing Party failed to take reasonable or timely steps to rectify the error.

(g) Either party may submit Protected Documents to the Court under seal for a determination of the claim of privilege or other protection. The Producing Party shall preserve the Protected Documents until such claim is resolved. The Receiving Party may not use the Protected Documents for any purpose absent this Court's Order.

(h) Upon a determination by the Court that the Protected Documents are protected by the applicable privilege or evidentiary protection, and if the Protected Documents have been sequestered rather than returned or destroyed by the Receiving Party, the Protected Documents shall be returned or destroyed within 10 (ten) days of the Court's order. The Court may also order the identification by the Receiving Party of Protected Documents by search terms or other means.

(i) Nothing contained herein is intended to, or shall serve to limit a party's right to conduct a review of documents, data (including electronically stored information) and other information, including without limitation, metadata, for relevance, responsiveness or the segregation of privileged or protected information before such information is produced to another party.

(j) By operation of the parties' agreement and Court Order, the parties are specifically afforded the protections of FRE 502 (d) and (e).

13. Subject to the Rules of Evidence, a stamped Confidential document and other Confidential Information may be offered in evidence at trial or any court hearing, provided that the proponent of the evidence gives five days' advance notice to counsel for the party or other person that designated the information as Confidential. Any party may move the court for an order that the evidence be received in camera or under other conditions to prevent unnecessary disclosure. The court will then determine whether the proffered evidence should continue to be treated as Confidential Information and, if so, what protection, if any, may be afforded to such information at the trial.

14. If another court or an administrative agency subpoenas or orders production of stamped Confidential documents which a party has obtained under the terms of this order, such party shall promptly notify the party or other person who designated the document as Confidential of the pendency of such subpoena or order.

15. The Protective Order shall likewise govern all materials deemed "Attorneys' Eyes Only", which materials shall include the following:

- (a) Any documents containing corporate trade secrets, nonpublic research and development data, pricing formulas, prospective inventory management programs, confidential business information not generally known to the general public, and customer-related information.
- (b) Qualified recipients of documents marked “ATTORNEYS’ EYES ONLY” shall include only the following: In-house counsel and law firms for each party and the secretarial, clerical and paralegal staff of each.

16. Nothing in this Order shall be construed as an admission as to the relevance, authenticity, foundation or admissibility of any document, material, transcript, or other information.

17. Nothing in the Protective Order shall be deemed to preclude any party from seeking and obtaining, on an appropriate showing, a modification of this Order.

18. Once executed by all parties, the Stipulation shall be by treated by the parties as an Order of Court until it is formally approved by the Court.

Dated: March 5 2015

Dated: March 5 2015

Respectfully submitted,

Respectfully submitted,

/s/ Telia U. Williams  
TELIA U. WILLIAMS, ESQ.  
LAW OFFICE OF TELIA U. WILLIAMS

/s/ Ethan D. Thomas  
ROGER L. GRANDGENETT, ESQ.  
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LITTLER MENDELSON, P.C.

Attorney for Plaintiff  
STEPHANIE LEILANI WOODWARD

Attorneys for Defendant  
WAL-MART STORES, INC.

## ORDER

## IT IS SO ORDERED

DATED: March 6, 2015

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**United States Magistrate Judge**